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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

BEVERLY HILLS TEDDY BEAR CO.
Plaintiff

v.

MICHAEL & MICHELLE
ENTERPRISE, INC.
Defendant

19:CV _____

Copyright Infringement/Unfair
Competition

COMPLAINT

Demand for Jury Trial

1 Plaintiff Beverly Hills Teddy Bear Co. (“BHTBC” or “Plaintiff”), a corporation
2 organized and existing under the laws of the State of California, by and through its
3 undersigned counsel, alleges as follows:
4

5 **NATURE OF THE ACTION**

6 1. This case involves claims for copyright infringement of Plaintiff’s
7 federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§
8 101 *et seq.* (the “Action”), and related state and common law claims, arising from
9 Defendant Michael & Michelle Enterprise, Inc.’s (“Defendant” or “Michael &
10 Michelle”) infringement of Plaintiff’s Squeezamals Works (as defined *infra*),
11 including, without limitation, by manufacturing, importing, exporting, advertising,
12 marketing, promoting, distributing, displaying, offering for sale, and/or selling
13 unlicensed, infringing versions of BHTBC’s Squeezamals Products (as defined *infra*).
14
15
16

17 **JURISDICTION AND VENUE**

18 2. This Court has federal subject matter jurisdiction, pursuant to 28 U.S.C.
19 §§ 1331 and 1338(a) because this Action arises out of violations of the Copyright Act,
20 17 U.S.C. § 101 *et seq.* This Court has supplemental jurisdiction pursuant to 28
21 U.S.C. § 1367(a).
22

23 3. This Court has general and/or specific personal jurisdiction over
24 Defendant because, upon information and belief, Defendant is located and/or conducts
25 business, on a continuous and systematic basis, in the State of California and in this
26 judicial district, and/or otherwise avails itself of the privileges and protections of the
27 laws of the State of California, such that this Court’s assertion of jurisdiction over
28

1 Defendant does not offend traditional notions of fair play and due process.
2 Specifically, upon information and belief, Defendant is a California corporation, with
3 its principal place of business in this judicial district.
4

5 4. Venue for this action is proper in the United States District Court for the
6 Central District of California, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon
7 information and belief, Defendant resides in and/or conducts business in this judicial
8 district and a substantial part of the events or omissions giving rise to the asserted
9 counts occurred in this judicial district, and harm to Plaintiff has occurred in this
10 district.
11

12 **THE PARTIES**

13 5. BHTBC is a California corporation, with its principal place of business
14 located at 24625 Railroad Avenue, Santa Clarita, California 91321.
15

16 6. Upon information and belief, Defendant is a California corporation, with
17 its principal place of business located at 659 South 6th Avenue, City of Industry,
18 California 91746.
19

20 **GENERAL ALLEGATIONS**

21 **BHTBC and Its Well-Known Squeezamals Products**

22 7. Plaintiff is a leading global designer, creator and manufacturer of custom,
23 private label toys, gifts, and plush, among other things, which are marketed under
24 well-known brands such as Squeezamals®, Surprizamals®, Glow Glove®, and Glow
25 to Go® (“BHTBC Product(s)”).
26

27 8. One of Plaintiff’s most recent and successful BHTBC Products is its line
28 of collectible, scented, super-squeezy slow rise foam stuffed toys, which BHTBC

1 designed to look like various animals and/or other characters (e.g., sloths, narwhals,
2 dogs, etc.) (“Squeezamals Product(s)”).

3
4 9. The Squeezamals Products, which are available throughout the United
5 States and in over sixty (60) countries worldwide, are sold via BHTBC’s website
6 devoted to the same (*see* www.squeezamals.com), along with quality toy stores, major
7 retailers and online marketplaces, such as Walmart, Target, Amazon.com, and
8 Walgreens.

10 10. The Squeezamals Products generally come in two (2) sizes, with the
11 smaller version retailing for \$7.99 each, and the larger version retailing for \$15.99
12 each.

14 11. The Squeezamals Products have achieved great success and immense
15 popularity since their introduction in early 2018.

17 12. In fact, the Squeezamals Products were awarded the title of Plush Toy of
18 the Year by Learning Express Toys.

19 13. Due to the widespread popularity of the first season of the Squeezamals
20 Products, which consisted of twenty (20) different characters, BHTBC released a
21 second season of Squeezamals Products comprised of additional characters.
22 Currently, there are now over thirty (30) different Squeezamals Products to collect,
23 ranging from Nadia the Narwhal, Lulu the Ladybug, to Mila the Monkey and more.
24 Images of a selection of BHTBC’s Squeezamals Products are attached hereto as
25 **Exhibit A** and incorporated herein by reference.
26
27
28

1 14. While BHTBC has gained significant common law trademark and other
2 rights in its Squeezamals Products through its extensive use, advertising and
3 promotion, BHTBC has also protected its valuable rights by filing for and obtaining a
4 federal trademark registration.
5

6 15. BHTBC is the owner of U.S. Trademark Registration No. 5,603,339 for
7 “SQUEEZAMALS” for a variety of goods in Class 28 (“Squeezamals Mark”), which
8 is currently in use in commerce in connection with Squeezamals Products, and has a
9 constructive date of first use of February 19, 2018. A true and correct copy of the
10 registration certificate for the Squeezamals Mark is attached hereto as **Exhibit B** and
11 is incorporated herein by reference.
12
13

14 16. In addition, BHTBC owns both registered and unregistered copyrights in
15 and related to the Squeezamals Products.
16

17 17. BHTBC has protected its valuable rights by filing for and obtaining U.S.
18 copyright registrations in and relating to the Squeezamals Products. For example,
19 BHTBC is the owner of the following U.S. Copyright Registration Nos.: VA 2-111-
20 231, covering the Squeezamals Series 1 White Cat; VA 2-111-212, covering the
21 Squeezamals Series 1 Dog; VA 2-111-208, covering the Squeezamals Series 1
22 Monkey; VA 2-111-202, covering the Squeezamals Series 1 Panda; VA 2-111-230,
23 covering the Squeezamals Series 1 Penguin; VA 2-112-188, covering the
24 Squeezamals Series 1 Unicorn; VA 2-112-164, covering the Squeezamals Series 1
25 Packaging; VA 2-129-675, covering the Squeezamals Season 2 Elephant; VA 2-129-
26 679, covering the Squeezamals Season 2 Furball; VA 2-129-672, covering the
27
28

1 Squeezamals Season 2 Giraffe; VA 2-129-669, covering the Squeezamals Season 2
2 Zebra; and a number of pending U.S. copyright applications, including those covering
3 the Squeezamals Series 1 Ladybug and the Squeezamals Series 1 Narwhal, among
4 others (collectively, “Squeezamals Works”). True and correct copies of the
5 registration certificates, and the corresponding deposit materials, for the registered
6 Squeezamals Works are attached hereto as **Exhibit C** and incorporated herein by
7 reference.
8
9

10 18. BHTBC has spent substantial time, money and effort in building up and
11 developing consumer recognition, awareness and goodwill in its Squeezamals
12 Products, Squeezamals Mark and Squeezamals Works.
13

14 19. The success of the Squeezamals Products is due in large part to
15 BHTBC’s marketing, promotion and distribution efforts. These efforts include, but
16 are not limited to, the advertising and promotion of the Squeezamals Products through
17 nationwide television advertising campaigns for the Squeezamals Products, print and
18 internet-based advertising and publicity for the Squeezamals Products, placement of
19 the Squeezamals Products at dozens of authorized major retail outlets, both
20 domestically and abroad, and BHTBC’s participation in major industry toy fairs in
21 both New York and Hong Kong.
22
23

24 20. BHTBC’s and the Squeezamals Products’ success are also due to
25 BHTBC’s use of high-quality materials and processes in making the Squeezamals
26 Products.
27
28

1 21. Additionally, BHTBC owes a substantial amount of the success of the
2 Squeezamals Products to its consumers and the word-of-mouth buzz that its
3 consumers have generated.
4

5 22. As a result of BHTBC's efforts, the quality of its Squeezamals Products,
6 its promotions, press and media coverage, and word-of mouth-buzz, the Squeezamals
7 Products, Squeezamals Works, and Squeezamals Mark have become prominently
8 placed in the minds of the public. Members of the public have become familiar with
9 the Squeezamals Products, Squeezamals Works, and Squeezamals Mark, and have
10 come to recognize the Squeezamals Products, Squeezamals Works, and Squeezamals
11 Mark and associate them exclusively with BHTBC.
12
13

14 23. BHTBC has gone to great lengths to protect its interests in and to the
15 Squeezamals Works and Squeezamals Mark. No one other than BHTBC is authorized
16 to manufacture, import, export, advertise, offer for sale, or sell any goods utilizing the
17 Squeezamals Works or Squeezamals Mark without the express written permission of
18 BHTBC.
19

20 **Defendant's Wrongful and Infringing Conduct**
21

22 24. In light of BHTBC's enormous success, particularly with respect to the
23 Squeezamals Products, as well as the reputation that they have gained, BHTBC and its
24 Squeezamals Products have become targets for unscrupulous individuals and entities
25 that wish to exploit the goodwill, reputation, and fame BHTBC has amassed in its
26 Squeezamals Products and Squeezamals Works.
27

28 25. BHTBC investigates and enforces against such activity, and through such

1 efforts, learned of the Defendant's actions, which vary and include, but are not limited
2 to, manufacturing, importing, exporting, advertising, marketing, promoting,
3 distributing, displaying, offering for sale, and/or selling products bearing one or more
4 of BHTBC's Squeezamals Works and/or products in packaging and/or containing
5 labels and/or artwork that is substantially similar to one or more of BHTBC's
6 Squeezamals Works and/or products that are substantially similar to the Squeezamals
7 Products (hereinafter referred to as "Infringing Product(s)") to U.S. consumers,
8 including those located in the State of California, through, at a minimum, third-party
9 retailers. True and correct photographs of Infringing Products, which were available
10 at Walgreens, are attached hereto as **Exhibit D**.

14 26. Plaintiff first became aware of Defendant's infringing activities on or
15 about November 2018, including, at the very least Defendant's offering for sale and/or
16 sale of Infringing Products at Walgreens, where authentic Squeezamals Products are
17 also sold.

19 27. Not only are the Infringing Products themselves substantially similar to
20 the Squeezamals Products and Squeezamals Works (*compare* Exhibits A, C and D),
21 but also, the hang tag used on or in connection with the Infringing Products is
22 substantially similar to the hang tag used on or in connection with Squeezamals
23 Products.

25 28. A side-by-side comparison of BHTBC's and Defendant's respective hang
26 tags appears below:

28 **Squeezamals Product Hang Tag**

Infringing Product Hang Tag



29. After Plaintiff became aware of Defendant's infringing actions, Plaintiff's counsel sent a cease and desist letter to Defendant on November 13, 2018 ("C&D"). A true and correct copy of the C&D is attached hereto as **Exhibit E**.

30. Although Defendant, through its counsel, has responded to the C&D, it has failed to comply with all of the requests set forth therein, including, but not limited to, agreeing to cease offering for sale and/or selling Infringing Products.

31. To date, Plaintiff has been unable to settle this matter with Defendant.

32. Defendant is not, and has never been, authorized by BHTBC or any of its authorized agents to copy, manufacture, import, export, advertise, distribute, offer for sale or sell the Squeezamals Products or to use BHTBC's Squeezamals Works, or any artwork that is substantially similar to the Squeezamals Works.

33. By these dealings in Infringing Products (including, without limitation,

1 copying, manufacturing, importing, exporting, advertising, marketing, promoting,
2 distributing, displaying, offering for sale, and/or selling Infringing Products),
3
4 Defendant has violated BHTBC's exclusive rights in its Squeezamals Works, and has
5 used images, designs and/or artwork that are substantially similar to and/or constitute
6 infringement of BHTBC's Squeezamals Works in order to confuse consumers into
7 believing that such Infringing Products are BHTBC's Squeezamals Products and aid
8 in the promotion and sales of its Infringing Products. Defendant's conduct began long
9 after BHTBC's adoption and use of its Squeezamals Works and after BHTBC's
10 Squeezamals Products became well-known to the purchasing public.
11

12
13 34. Prior to and contemporaneous with its actions alleged herein, Defendant
14 had knowledge of BHTBC's ownership of its Squeezamals Works, of the fame and
15 incalculable goodwill associated therewith, and of the popularity and success of the
16 Squeezamals Products, and in bad faith adopted BHTBC's Squeezamals Works.
17

18 35. Defendant has been engaging in the illegal and infringing actions, as
19 alleged herein, knowingly and intentionally, or with reckless disregard or willful
20 blindness to BHTBC's rights, or in bad faith, for the purpose of trading on the
21 goodwill and reputation of BHTBC, BHTBC's Squeezamals Works and Squeezamals
22 Products.
23

24 36. Defendant's dealings in Infringing Products, as alleged herein, has
25 caused, and will continue to cause, confusion, mistake, economic loss and has, and
26 will continue to deceive consumers, the public, and the trade with respect to the source
27 or origin of Defendant's Infringing Products, thereby causing consumers to
28

1 erroneously believe that such Infringing Products are licensed by or otherwise
2 associated with BHTBC, thereby damaging BHTBC.

3
4 37. In committing these acts, Defendant has, among other things, willfully
5 and in bad faith committed the following, all of which have and will continue to cause
6 irreparable harm to BHBC: infringed the Squeezamals Works and committed unfair
7 competition.
8

9 38. Unless enjoined, Defendant will continue to cause irreparable harm to
10 BHTBC.

11 **CAUSES OF ACTION**

12 **COUNT I**

13 **(Federal Copyright Infringement)**
14 **[17 U.S.C. § 501(a)]**

15 39. BHTBC repleads and incorporates the foregoing paragraphs as if fully set
16 forth herein.

17
18 40. BHTBC is the exclusive owner of the Squeezamals Works.

19 41. Defendant had actual notice of BHTBC's exclusive rights in and to the
20 Squeezamals Works.

21
22 42. Defendant did not attempt and therefore inherently failed to obtain
23 BHTBC's consent or authorization to use, manufacture, reproduce, copy, display,
24 prepare derivative works of, distribute, sell, transfer, rent, perform, and/or market
25 BHTBC's Squeezamals Products and/or Squeezamals Works.
26

27 43. Without permission, Defendant knowingly and intentionally reproduced,
28 copied, and displayed BHTBC's Squeezamals Works by manufacturing, importing,

1 exporting, advertising, marketing, promoting, distributing, displaying, offering for
2 sale, and/or selling Infringing Products that bear such Squeezamals Works, or artwork
3 that is, at a minimum, substantially similar to BHTBC's Squeezamals Works.
4

5 44. Defendant's unlawful and willful actions as alleged herein constitute
6 infringement of BHTBC's Squeezamals Works, including BHTBC's exclusive rights
7 to reproduce, distribute, and/or sell such Squeezamals Works in violation of 17 U.S.C.
8 § 501(a).
9

10 45. Defendant's knowing and intentional copyright infringement, as alleged
11 herein, has caused substantial and irreparable harm to BHTBC in an amount as yet
12 unknown but to be proven at trial, for which BHTBC has no adequate remedy at law,
13 and unless enjoined, Defendant will continue to cause, substantial and irreparable
14 harm to BHTBC.
15
16
17

18 46. Based on Defendant's wrongful conduct, BHTBC is entitled to injunctive
19 relief, BHTBC's actual damages and Defendant's profits in an amount to be proven at
20 trial and enhanced discretionary damages for willful copyright infringement, and
21 reasonable attorneys' fees and costs.
22

23 **COUNT II**

24 **(Unfair Competition)** 25 **[Cal. Bus. & Prof. Code § 17200]**

26 47. BHTBC repleads and incorporates by reference each and every allegation
27 set forth in the preceding paragraphs as if fully set forth herein.
28

48. California Business and Professions Code § 17200, *et seq.*, states that

1 unfair competition shall mean and include any “unlawful, unfair or fraudulent
2 business act or practice.”

3
4 49. Defendant’s unlawful and improper actions, as set forth above, are likely
5 to cause confusion, mistake, and/or deception as to the source, origin, and/or
6 sponsorship of Defendant’s Infringing Products, and to falsely mislead consumers into
7 believing that the Infringing Products themselves, along with the packaging thereof,
8 are those of, affiliated with, and/or approved by BHTBC.

9
10 50. Accordingly, Defendant’s unauthorized use of the Squeezamals Works
11 constitutes unfair competition in violation of California Business and Professionals
12 Code § 17200, *et seq.*

13
14 51. Defendant’s acts of unfair competition have caused BHTBC to sustain
15 monetary damage, loss, and injury, in an amount to be determined at trial.

16
17 52. In light of the foregoing, BHTBC is entitled to an injunction under
18 California Business and Professions Code § 17200 *et seq.* restraining Defendant from
19 engaging in further such unlawful conduct, as well as to restitution of those amounts
20 unlawfully obtained by Defendant through its wrongful conduct.

21
22 **COUNT III**
23 **(Unfair Competition)**
24 **[California Common Law]**

25 53. BHTBC repleads and incorporates by reference each and every allegation
26 set forth in the preceding paragraphs as if fully set forth herein.

27 54. By manufacturing, importing, exporting, advertising, marketing,
28 promoting, distributing, displaying, offering for sale, selling, and/or otherwise dealing

1 in the Infringing Products, Defendant has traded off the extensive goodwill of BHTBC
2 and its Squeezamals Products to induce, and did induce and intends and will continue
3 to induce, customers to purchase its Infringing Products, thereby directly competing
4 with BHTBC and engaging in unfair competition in violation of the common law of
5 the State of California. Such conduct has permitted and will continue to permit
6 Defendant to make substantial sales and profits based on the goodwill and reputation
7 of BHTBC, which BHTBC has amassed through its nationwide marketing,
8 advertising, sales, and consumer recognition.
9

11 55. Defendant's advertising, marketing, promoting, distributing, displaying,
12 offering for sale, selling, and/or otherwise dealing in the Infringing Products was and
13 is in violation and derogation of BHTBC's rights and is likely to cause confusion and
14 mistake, and to deceive consumers and the public as to the source, origin, sponsorship,
15 or quality of Defendant's Infringing Products.
16
17

18 56. Defendant knew, or by the exercise of reasonable care should have
19 known, that its advertising, marketing, promoting, distributing, displaying, offering
20 for sale, selling, and/or otherwise dealing in the Infringing Products and its continuing
21 advertising, marketing, promoting, distributing, displaying, offering for sale, selling,
22 and/or otherwise dealing in the Infringing Products would cause confusion and
23 mistake, or deceive purchasers, users, and the public.
24
25

26 57. Upon information and belief, Defendant's aforementioned wrongful
27 actions have been knowing, deliberate, willful, intended to cause confusion and
28 mistake, and to deceive, in blatant disregard of BHTBC's rights, and for the wrongful

1 purpose of injuring BHTBC and its competitive position while benefiting Defendant.

2 58. As a direct and proximate result of Defendant's aforementioned wrongful
3 actions, BHTBC has been and will continue to be deprived of substantial sales of its
4 Squeezamals Products, and of the value of its Squeezamals Works as commercial
5 assets, in an amount as yet unknown but to be determined at trial, for which BHTBC
6 has no adequate remedy at law.
7

8
9 59. As a result of Defendant's actions alleged herein, BHTBC is entitled to
10 injunctive relief, an order granting BHTBC's damages and Defendant's profits
11 stemming from its infringing activities, and exemplary or punitive damages for
12 Defendant's intentional misconduct.
13

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, BHTBC respectfully prays for judgment against Defendant as
16 follows:

17 A. For an award of BHTBC's actual damages and Defendant's profits,
18 pursuant to 17 U.S.C. § 504(b) in an amount to be proven at trial for willful
19 copyright infringement of BHTBC's Squeezamals Works under 17 U.S.C. §
20 501(a);
21

22 B. In the alternative to BHTBC's actual damages and Defendant's profits
23 for copyright infringement of BHTBC's Squeezamals Works pursuant to 17
24 U.S.C. § 504(b), for statutory damages of up to \$150,000 per infringement
25 pursuant to 17 USC § 504(c) for willful copyright infringement, which BHTBC
26 may elect prior to the rendering of final judgment;
27
28

1 C. For restitution of those amounts unlawfully obtained by Defendant
2 through its illegal and infringing conduct, as alleged herein, pursuant to
3 California Business and Professionals Code § 17200;
4

5 D. For damages to be proven at trial for common law unfair competition;

6 E. For a preliminary and permanent injunction by this Court enjoining and
7 prohibiting Defendant, or its agents, and any employees, agents, servants,
8 officers, representatives, directors, attorneys, successors, affiliates, assigns, and
9 entities owned or controlled by Defendant, and all those in active concert or
10 participation with Defendant, and each of them who receives notice directly or
11 otherwise of such injunction from:
12
13

14 i. manufacturing, importing, exporting, advertising, marketing,
15 promoting, distributing, displaying, offering for sale, selling and/or
16 otherwise dealing in Infringing Products;
17

18 ii. directly or indirectly infringing in any manner any of BHTBC's
19 trademarks, copyrights, or other rights (whether now in existence
20 or hereafter created) including, without limitation, BHTBC's
21 Squeezamals Works;
22

23 iii. using any reproduction, counterfeit, copy or colorable imitation of
24 Plaintiff's trademarks, copyrights, or other rights (whether now in
25 existence or hereafter created) including, without limitation,
26 BHTBC's Squeezamals Works to identify any goods or services
27 not authorized by BHTBC;
28

1 iv. using any of BHTBC's trademarks, copyrights, or other rights
2 (whether now in existence or hereafter created) including, without
3 limitation, BHTBC's Squeezamals Works, or any other artwork
4 that is substantially similar to BHTBC's Squeezamals Works on or
5 in connection with Defendant's manufacturing, importing,
6 exporting, advertising, marketing, promoting, distributing,
7 displaying, offering for sale, selling, and/or otherwise dealing in
8 Infringing Products;
9

10
11 v. using any false designation of origin or false description, or
12 engaging in any action which is likely to cause confusion, cause
13 mistake, and/or to deceive members of the trade and/or the public
14 as to the affiliation, connection or association of any product
15 manufactured, imported, exported, advertised, marketed,
16 promoted, distributed, displayed, offered for sale, or sold by
17 Defendant with BHTBC, and/or as to the origin, sponsorship, or
18 approval of any product manufactured, imported, exported,
19 advertised, marketed, promoted, distributed, displayed, offered for
20 sale, or sold by Defendant and Defendant's commercial activities
21 by BHTBC;
22

23
24 vi. engaging in the unlawful, unfair, or fraudulent business acts or
25 practices, including, without limitation, the actions described
26 herein, including the of advertising and/or dealing in any
27
28

1 Infringing Products;

2 vii. engaging in any other actions that constitute unfair competition
3 with BHTBC;

4
5 viii. engaging in any other act in derogation of BHTBC's rights;

6 ix. secreting, destroying, altering, removing, or otherwise dealing with
7 the Infringing Products or any books or records that contain any
8 information relating to manufacturing, importing, exporting,
9 advertising, marketing, promoting, distributing, displaying,
10 offering for sale, selling and/or otherwise dealing in Infringing
11 Products;
12

13
14 x. effecting assignments or transfers, forming new entities or
15 associations, or utilizing any other device for the purpose of
16 circumventing or otherwise avoiding the prohibitions set forth in
17 any Final Judgment or Order in this action; and
18

19 xi. instructing, assisting, aiding or abetting any other person or entity
20 in engaging in or performing any of the activities referred to in
21 subparagraphs (i) through (x) above; and
22

23 F. For an order of the Court requiring that Defendant recall from any
24 distributors and retailers and deliver up to BHTBC for destruction any and all
25 Infringing Products and any and all packaging, labels, tags, advertising and
26 promotional materials and any other materials in the possession, custody or
27 control of such distributors and retailers that infringe any of BHTBC's
28

1 trademarks, copyrights, or other rights including, without limitation, BHTBC's
2 Squeezamals Works, or bear any artwork that is substantially similar to
3 BHTBC's Squeezamals Works;
4

5 G. For an order of the Court requiring that Defendant deliver up for
6 impounding and/or destruction to BHTBC any and all Infringing Products and
7 any and all packaging, labels, tags, advertising, and promotional materials and
8 any other materials in the possession, custody or control of Defendant that
9 infringe any of BHTBC's trademarks, copyrights, or other rights including,
10 without limitation, BHTBC's Squeezamals Works, or bear any artwork that is
11 substantially similar to BHTBC's Squeezamals Works pursuant to 17 U.S.C. §
12 503;
13
14

15 H. For an order from the Court requiring that Defendant provide complete
16 accountings for any and all monies, profits, gains and advantages derived by
17 Defendant from its manufacturing, importing, exporting, advertising,
18 marketing, promoting, distributing, displaying, offering for sale, sale and/or
19 otherwise dealing in the Infringing Products as described herein, including
20 prejudgment interest;
21
22

23 I. For an order from the Court that an asset freeze or constructive trust be
24 imposed over any and all monies, profits, gains and advantages in Defendant's
25 possession which rightfully belong to BHTBC;
26

27 J. For an award of exemplary or punitive damages in an amount to be
28 determined by the Court;

1 K. For BHTBC's reasonable attorneys' fees;

2 L. For all costs of suit; and

3 M. For such other and further relief as the Court may deem just and
4 equitable.
5

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff respectfully demands a trial by jury in this action.
8

9 Dated: February 1, 2019

Respectfully submitted,

10 **BESHADA FARNESE LLP**

11
12 BY: /s/ Peter J. Farnese

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Attorneys for Plaintiff
Beverly Hills Teddy Bear Co.
Pro Hac Vice Applications to be Submitted